

This Agreement is entered into this 22th day of February, 2005, by and between Leon County, Florida, a political subdivision of the State of Florida, hereinafter "County," and, ENVIRONMENTAL RESEARCH & DESIGN, INC., hereinafter "Contractor".

WITNESSETH

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, County and Contractor do hereby agree as follows:

1. County and Contractor entered into an Agreement dated July 24, 2001, between County and Contractor, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties thereto. On April 29, 2003 the parties previously modified the July 24, 2001 agreement. The parties hereby agree to extend the Agreement as modified on April 29, 2003 to December 1, 2005 and, further, the parties agree to the revised Project Schedule and Performance Criteria attached respectively as Exhibits A and B replacing those same items in the April 29, 2003 amendment.
2. The total cost of this extended contract will remain the same.
3. All other provisions of the July 24, 2001 Agreement remain in full force and effect.
4. This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

CONTRACTOR

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
President

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced \_\_\_\_\_ as  
(Type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

**Exhibit A**  
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**LAKE LAFAYETTE WATERSHED STUDY REMAINING PROJECT SCHEDULE**  
(Revised January 31, 2005)

TASK	DESCRIPTION	2004							
		Feb	Mar	Apr	May	June	July	Aug	Sep
1.7	Complete remaining miscellaneous tasks in Phase II-A								
8.1	Calibrate existing stormwater runoff model spreadsheet								
8.2	Develop existing condition 12-month water budget								
8.3	Develop existing 12-month pollutant loading budget								
8.4	Develop/calibrate 12-month lake pollutant loading/pollutant concentration model spreadsheet								
8.5	Prepare/submit "Existing Status of Lake Lafayette and the Lake Lafayette Watershed-2003" report								
9.1	Propose/provide to County list of practical watershed management alternatives								
9.2	Meet with County to discuss results of Tasks 8.5 and 9.1								
9.3	Schedule/coordinate/attend review meeting with stakeholders								
9.4	Finalize management alternatives to be evaluated; define future condition to be studied								
9.5	County GIS Division will provide digital map/land use data								
10.1	Determine future monthly runoff volume								
10.2	Develop monthly future conditions water budget								
10.3	Develop 12-month future conditions pollutant loading budget								
10.4	Develop/calibrate 12-month spreadsheet for lake pollutant loading/pollutant concentration model								
10.5	Calculate pollutant load reductions necessary to achieve lake water quality goals in each of the 4 lakes								
10.6	Evaluate final set of lake and watershed management alternatives								
10.7	Develop "Draft Lake Lafayette/Lake Lafayette Watershed Management Plan", submit to County for review								

  

TASK	DESCRIPTION	2005							
		Feb	Mar	Apr	May	June	July	Aug	Sep
10.8	Hold review meeting with County staff								
10.9	Schedule/coordinate/attend meeting with stakeholders								
10.10	Finalize Plan based on comments received from stakeholders and County								

Exhibit A  
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11.1	Prepare/submit to County 10 copies of the Final Lake Lafayette/Lake Lafayette Watershed Management Plan								
11.2	Present findings, results, and management recommendations of the project								
11.3	Attend up to 2 additional meetings to present findings, results, and management recommendations								
12	Prepare/submit monthly progress reports/invoices to County								

**EXHIBIT B**  
**PERFORMANCE CRITERIA**

**PERFORMANCE DEADLINES AND LIQUIDATED DAMAGES:**

The work to be performed under this Contract as defined the scope of services for Phase II-A and Phase II-B shall be completed according to the three performance milestones listed below. If the work to be performed under this Contract is not completed within the time set forth above for each milestone, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default for each milestone, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$200.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

**PROJECT MILESTONES**

1. The "Existing Status of Lake Lafayette and the Lake Lafayette Watershed-2003" Report (Task 8.5) shall be submitted to the County by April 30, 2005 in accordance with the Phase II-A Scope of Work.
2. A "Draft Lake Lafayette/Lake Lafayette Watershed Management Plan" (Task 10.7) shall be submitted to the County by June 30, 2005.
3. A Finalized Plan (Task 10.10) shall be submitted to the County by July 31, 2005.